

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

AAMCO Transmissions, Inc.

FILED

Vs

FEB 19 2008

Civil Action

No: 2:08-cv-00135-JF

Todd Cox

MICHAEL A. ROYCE, Clerk

By

Dep. Clerk

DEFENDANT'S ORIGINAL ANSWER

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES, Todd Cox, defendant in the above entitled and numbered matter and files this, his Original Answer. As further proof thereof, defendant would respectfully respond as follows:


ADMISSIONS AND DENIALS

1. Defendant admits paragraphs 1, 2, 3, 4, 10, and 11 of Plaintiff's Original Petition.
2. Defendant is without sufficient information to either admit or deny paragraphs 5, 6, 7, 8, 9, 12, 13, 14, and 15 of the Plaintiff's Original Petition.
3. Defendant is unable to admit paragraph 16 of Plaintiff's Original Petition as to the approval and/or knowledge of ATI and/or the local "ad pool". Defendant does admit that the advertisement contained the locations stated in paragraph 16. However, defendant believes that the evidence will show that the advertisement as ordered did not reference those locations.
4. Defendant admits that Paragraph 17 of Plaintiff's Original Petition is correct in that the ad complained of ran on the page prior to the regular ATI advertisement. However, plaintiff is unable to either admit or deny as to where other AAMCO franchisees draw their customers from.

5. Defendant admits that he received a letter from ATI as stated in Paragraph 18 of Plaintiff's Original Petition.
6. Defendant admits that Plaintiff demanded that the telephone numbers be "handed over" per paragraphs 19, 20 and 21 of Plaintiff's Original Petition. However, the local "ad pool" had ratified the advertisement and offered to split the costs and share the telephone numbers. This offer by defendant was summarily and arbitrarily rejected by plaintiff.
7. Defendant vehemently denies paragraphs 23, 24, 25, 26, 27, 28 and 29-40 of Plaintiff's Original Petition on the basis that he has not consciously disregarded and/or breached the franchise agreement; the advertisement is not misleading to the public and/or harmful to ATI. In addition, defendant would show that the locations listed in the advertisement at issue Se were the result of typographical errors on the part of the publishing company.
8. Defendant further denies that plaintiff has suffered economic, or any other, injury as claimed in paragraphs 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52 and 53 of Plaintiff's Original Petition. Defendant demands strict proof thereof, of all such claimed injuries and damages.

WHEREFORE, FOR THE FOREGOING REASONS, defendant Todd Cox respectfully requests that after judgment on the merits, that plaintiffs take nothing.

Respectfully Submitted,



TODD COX
1402 S. Seguin Ave
New Braunfels, TX 78130
Pro Se

CERTIFICATE OF SERVICE

I hereby certify that on this the 14 day of February, 2008 a true and correct copy of the foregoing pleading was forwarded to the following counsel of record in accordance with the Federal Rules of Civil Procedure.

William B. Jameson
AAMCO Transmissions, Inc.
201 Gibraltar Road
Horsham, Pennsylvania 19044



TODD COX

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MICHAEL E. RUIZ, Clerk

By _____ Dep. Clerk